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10  
11 IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON  
12 AT SPOKANE

13 FAYE IRENE GUENTHER,  
an individual,

14  
15 Plaintiffs,

16 v.

17 JOSEPH H. EMMONS, individually,  
AND OSPREY FIELD CONSULTING  
LLC, a limited liability company,

18  
19 Defendants.

No. 2:22-cv-00272-TOR

**DEFENDANTS' STATEMENT  
OF MATERIAL FACTS NOT IN  
DISPUTE IN SUPPORT OF  
MOTION FOR SUMMARY  
JUDGMENT**

**December 5, 2024  
With Oral Argument: 9:00 a.m.**

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DEFENDANTS' STATEMENT OF UNDISPUTED  
MATERIAL FACTS  
Case No. 2:22-cv-00272-TOR

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Pursuant to Local Civil Rule 56(c)(1)(A), Defendants Joseph Emmons and Osprey Field Services LLC (collectively “Emmons,” unless otherwise noted) submit the following Statement of Material Facts Not in Dispute in support of Emmons’s Motion for Summary Judgment.

Unless otherwise noted, the below-cited deposition transcript excerpts are attached to the Declaration of John A. DiLorenzo, Jr. in Support of Defendants’ Motion for Summary Judgment (“DiLorenzo Decl.”) as follows:

**Exhibit A** is from the deposition of Plaintiff Faye Guenther, which took place on May 13, 2023 (“Guenther I Tr.”).

**Exhibit B** is from the continued deposition of Guenther, which took place on June 6, 2023 (“Guenther II Tr.”).

**Exhibit C** is from the deposition of Michael Selvaggio (“Selvaggio Tr.”).

**Exhibit D** is from the deposition of Joseph Emmons (“Emmons Tr.”).

**Exhibit E** is from the deposition of Laurel Fish (“Fish Tr.”).

**Exhibit F** is from the deposition of Adam Jackson (“Jackson Tr.”).

**Exhibit G** is from the deposition of Alex Garcia (“Garcia Tr.”).

**Exhibit H** is from the deposition of Jeffrey Anderson (“Anderson Tr.”).

**I. The Parties**

**A. Plaintiff Faye Guenther**

1. Guenther is the President of United Food and Commercial Workers (“UFCW”) Local 3000. Guenther I Tr. 28:4–8, 76:21–24; ECF No. 1-2 ¶ 1.2.

2. UFCW 3000 was formed through the merger of two UFCW locals, UFCW 21 and UFCW 1439. DiLorenzo Decl. Ex. I at 0000158.

1           3.     Prior to the merger, Guenther was President of UFCW 21. Guenther I  
2 Tr. 20:6–21:8.

3           4.     Guenther began working for UFCW 21 in 2008 and became President  
4 of UFCW 21 in May 2019. Guenther I Tr. 17:9–11, 20:6–8.

5           5.     As UFCW 21 President, Guenther supervised approximately 112  
6 UFCW 21 staff members. Guenther I Tr. 37:12–21.

7           **B.     Defendants Joseph Emmons and Osprey Field Services LLC**

8           6.     Emmons and his company, Osprey Field Services LLC (“Osprey”),<sup>1</sup>  
9 provide community outreach services, which has included distributing clients’  
10 informational materials for various campaigns. Declaration of Joseph H. Emmons  
11 in Support of Defendants’ Motion for Summary Judgment (“Emmons Decl.”) ¶¶ 1–  
12 2; Emmons Tr. 50:20–51:20.

13          7.     The subject matter of the materials Osprey has been hired to distribute  
14 have included, for example, ballot initiatives, public concerns, and recall elections.  
15 Emmons Decl. ¶ 2; Emmons Tr. 50:20–51:20.

16          8.     Osprey’s clients provide all written material Osprey distributes, and  
17 Osprey does not create the written materials it distributes or participate in developing  
18 the content of those materials. Emmons Decl. ¶ 3; Emmons Tr. 50:20–51:20.

19          **II.     Complaint Letter Against Renner**

20          9.     On September 13, 2021, a letter of concern regarding the UFCW 1439  
21 President, Eric Renner, was emailed to UFCW 1439 Executive Board Members and  
22 \_\_\_\_\_

23          <sup>1</sup> The Complaint incorrectly names “Osprey Field Consulting LLC.”

1 UFCW International Leadership. DiLorenzo Decl. ¶ 24 & Ex. W (“Complaint  
2 Letter”); Jackson Tr. 25:13–26:8, 99:13–16.

3 10. The five-page Complaint Letter raised concerns about what it described  
4 as Renner’s “abuse of power” and provided examples of such abuses, including  
5 instances where the letter stated Renner “commented repeatedly about female staff  
6 members and International Union officers ‘big butts,’” “encouraged male employees  
7 to imagine a specific female employee engaged in sex acts,” “bragged ... about  
8 having [sexual] relationships with members,” asked a male employee whether he  
9 had “hit that yet” in reference to a female employee, and used “homophobic  
10 language” to “mock[] [an employee’s] mannerisms.” DiLorenzo Decl. ¶ 24 & Ex. W  
11 at 008003–07; Jackson Tr. 25:13–26:8; Fish Tr. 24:4–22; *see also* ECF No. 51-4 at  
12 54:11–55:14 (behavior described in complaint letter constituted “sexual  
13 harassment”).

14 11. The Complaint Letter was signed by seven individuals, who were then-  
15 current and former employees of UFCW 1439: Adam Jackson (Organizing  
16 Director), Laurel Fish (Organizer & Director of Strategic Campaigns), Katie Dugger  
17 (Membership Services/Organizer), Sandra Huggins (former Benefits Director),  
18 Leslie Cowin (former Membership Services/Administrative Assistant), Amy Poston  
19 (former Office Assistant/Administrative Assistant), and Austin DePaolo (former  
20 Organizer & Business Representative) (collectively “Complainants”). DiLorenzo  
21 Decl. ¶ 24 & Ex. W at 008007; Jackson Tr. 25:13–26:8.

22 12. Between approximately September 22, 2021, and early October 2021,  
23 Plaintiff’s counsel Aaron Streepy investigated the Complaint Letter’s claims and

1 drafted settlement agreements with nondisclosure provisions, which the  
2 Complainants, Renner, UFCW 1439, and others signed. *See* ECF No. 51-2 at  
3 006047 (September 15, 2021, email from Streepy stating he “anticipate[d]  
4 beginning” meeting with Complainants the following Wednesday); ECF No. 51-3 at  
5 006226 (October 4, 2021 email from Streepy with settlement agreements); ECF  
6 No. 51-1 (“NDAs”).

7 13. The NDAs include the following provisions: “Renner shall resign his  
8 position with UFCW 1439 effective April 1, 2022,” and “Renner agrees not to run  
9 for UFCW 1439 office in the future.” *See, e.g.*, ECF No. 51-1 at 006001.

### 10 **III. The Merger Between UFCW 21 and UFCW 1439**

#### 11 **A. Preliminary Discussions**

12 14. On or around September 30, 2021, Renner asked Guenther to consider  
13 a merger between UFCW 21 and UFCW 1439. Guenther I Tr. 58:2–4, 59:19–25.

14 15. Guenther responded that she was interested in a merger. Guenther I Tr.  
15 59:19–60:4.

16 16. At the time, UFCW 1439 had approximately 7,800 members who were  
17 primarily located in Eastern Washington. Guenther I Tr. 55:6–8, 61:6–8.

18 17. UFCW 21 had approximately 44,000 members who were primarily  
19 located across Washington. Guenther I Tr. 55:6–12; 61:6–10.

20 18. Collectively UFCW 1439 and UFCW 21 represented workers in  
21 industries such as grocery, health care, packing and processing, and retail, among  
22 others. DiLorenzo Decl. Ex. K.

1           19. Before engaging in formal merger discussions, Guenther and Renner  
2 needed permission from UFCW International to do so. Guenther I Tr. 62:22–63:3.

3           20. In October 2021, Guenther and Renner communicated regularly,  
4 including by text message and by phone. DiLorenzo Decl. ¶ 13 & Ex. L at 30028–  
5 32; Guenther II Tr. 30:16–31:16, 34:18–38:24.

6           21. On October 20, 2021, Renner sent Guenther a text message about  
7 reaching out to Kate Meckler. DiLorenzo Decl. ¶ 13 & Ex. L at 30030; Guenther II  
8 Tr. 30:16–31:7, 36:3–11.

9           22. Kate Meckler was a UFCW regional director. Guenther I Tr. 124:23–  
10 25, 158:13–14; Guenther II Tr. 36:3–11.

11           23. Meckler needed to “release” the merger request before UFCW  
12 International would approve formal merger discussions, and Guenther was  
13 concerned that Meckler would oppose the merger. Guenther I Tr. 161:24–162:9;  
14 Guenther II Tr. 36:20–25.

15           24. On October 20, 2021, Guenther responded to Renner, stating in part:

16 I think we should meet with Aaron first and then maybe call her that  
17 day? That way we have all our best arguments written down and vetted

18 Kate may try to mess with things...hopefully not...so maybe we can  
19 ask Aaron to draft up top 10 reasons or something. And then  
specifically ask for her support.

20 And we should have a letter ready to go asap after we talk with her to  
full exec committee.

21 DiLorenzo Decl. ¶ 13 & Ex. L at 30029–30; Guenther II Tr. 30:16–31:7, 36:3–25.

22           25. On October 21, 2021, Plaintiff’s counsel Jim McGuinness emailed  
23 Guenther an example of a letter seeking UFCW International’s approval for formal

1 merger discussions in another proposed merger. ECF No. 48-11 at 006016, 006015.  
2 McGuinness’s cover email stated in part, “Obviously, we could beef it up for this  
3 situation with all the reasons a merger makes sense.” *Id.* at 006016.

4 26. Also on October 21, 2021, Guenther emailed Renner an example  
5 “Union Merger Agreement” that McGuinness had provided to her. ECF No. 48-12  
6 at 006014, 006011–13.

7 27. On October 27, 2021, Guenther, Renner, Streepy, and Joe Mizrahi  
8 (UFCW 21’s Secretary-Treasurer) met and drafted a letter to UFCW International  
9 requesting permission to engage in formal merger discussions, which Guenther and  
10 Renner signed. Guenther I Tr. 60:11–20, 65:6–67:13, 157:19–158:1; DiLorenzo  
11 Decl. ¶ 15 & Ex. N.

12 28. Guenther then hand delivered the letter to Kate Meckler, who reports  
13 to UFCW International President Marc Perrone. Guenther I Tr. 157:19–159:4;  
14 DiLorenzo Decl. ¶ 15 & Ex. N.

15 29. On October 30, 2021, Guenther texted Renner, “I have meeting set with  
16 Perrone,” and Renner responded: “Great news, work your magic!” DiLorenzo Decl.  
17 ¶ 13 & Ex. L at 030029, 030028; Guenther II Tr. 30:16–31:7.

18 30. On November 2, 2021, Guenther met in person with UFCW  
19 International’s president, Marc Perrone, at a meeting arranged by Guenther.  
20 DiLorenzo Decl. Ex. O; Guenther I Tr. 67:20–25.

21 31. At the November 2, 2021 meeting, Guenther sought Perrone’s support  
22 for the merger. Guenther I Tr. 62:22–63:3, 67:14–25, 159:5–13.

1           32. Guenther also asked Shaun Barclay, UFCW 21's former regional  
2 director, to speak with Perrone about the benefits of the merger. Guenther I Tr.  
3 163:3–24.

4           **B. Formal Merger Discussions & Executive Board Approval**

5           33. On December 2, 2021, UFCW International gave its approval for  
6 UFCW 21 and UFCW 1439 to engage in formal merger discussions. Guenther I Tr.  
7 161:20–162:22; DiLorenzo Decl. ¶ 17 & Ex. P.

8           34. Guenther helped prepare a merger agreement, which Guenther and  
9 Renner signed. Guenther I Tr. 69:19–70:19; DiLorenzo Decl. Ex. I.

10          35. Under the merger agreement, Guenther would be president of the new  
11 union formed through the merger. DiLorenzo Decl. Ex. I.

12          36. Under a “side agreement,” Renner would be an employee of the new  
13 union. DiLorenzo Decl. ¶ 14 & Ex. M at 001027; Guenther I Tr. 84:7–25; Guenther  
14 II Tr. 43:2–25, 49:20–50:4.

15          37. Before Guenther recommended the proposed merger to UFCW 21's  
16 Executive Board, Guenther and Renner agreed that the new union would employ  
17 Renner. Guenther I Tr. 84:7–25.

18          38. On December 8, 2021, Renner stated in a text message to Guenther:  
19 “Scott H. has reviewed merger agreement. Larry Hall supports the merger and will  
20 put his name to it. Train is rolling!!!!” DiLorenzo Decl. ¶ 13 & Ex. L at 30025;  
21 Guenther II Tr. 30:16–31:7. Guenther responded: “Yes!!!! That is so awesome!”  
22 *Id.*



1           39. On December 12, 2021, Renner told Guenther that two individuals  
2 “were both very impressed by [her] and are in full support!” DiLorenzo Decl. ¶ 13  
3 & Ex. L at 30022; Guenther II Tr. 30:16–31:7. Guenther responded: “That is great  
4 news! Now I have to get my board all in order!” *Id.*

5           40. On December 14, 2021, Guenther led a discussion with the UFCW 21  
6 Executive Board, in which she advocated in favor of the merger. Guenther I Tr.  
7 60:24–62:12; DiLorenzo Decl. Ex. Q at 006002–03.

8           41. On December 14, 2021, the UFCW 21 Executive Board approved the  
9 proposed merger. Guenther I Tr. 61:19–21, 97:19–25.

10          42. The UFCW 1439 Executive Board also approved the proposed merger  
11 on the same day. *Id.*

12          43. When Guenther spoke with the UFCW 21 Executive Board on  
13 December 14, 2021, Guenther knew “there ... had been an internal conflict [at  
14 UFCW 1439]” involving Renner that “had been resolved amongst all parties with  
15 nondisclosure and ... confidentiality agreements,” and that Renner was prohibited  
16 from “directly supervis[ing] any employees.” Guenther I Tr. 71:13–18, 93:12–  
17 94:20, 99:5–14, 167:21–168:9; DiLorenzo Decl. ¶ 14 & Ex. M at 001027; Guenther  
18 II Tr. 49:20–50:4; DiLorenzo Decl. Ex. Q at 006002–03.

19          44. Guenther did not tell the UFCW 21 Executive Board about the claims  
20 against Renner, the nondisclosure agreements, Renner’s agreement to resign, or that  
21 Renner was not allowed to supervise people. Guenther I Tr. 83:6–84:6.  
22  
23

1           **C. Member Vote**

2           45. On December 17, 2021, UFCW 1439 formally announced the merger  
3 vote to its members. DiLorenzo Decl. Ex. X at 0000168.

4           46. On January 6, 2022, UFCW 21 formally announced the merger vote to  
5 its members. DiLorenzo Decl. Ex. Y at 0000151.

6           47. Between January 6 and 20, 2022, UFCW 1439 members voted on the  
7 proposed merger. DiLorenzo Decl. Ex. X at 000168; Guenther I Tr. 97:19–25.

8           48. On January 5, 2022, the day before UFCW 1439 members began  
9 voting, Guenther stated in an email to Renner and others that her staff “are going to  
10 fly to Spokane tomorrow and provide any support needed to 1439,” “onboard [a  
11 UFCW 21 staff member] to help from tomorrow until January 20 to ensure we have  
12 what we need for all votes,” and “can also help ... with anything ... including ...  
13 vote support.” DiLorenzo Decl. Ex. R.

14           49. In the same January 5, 2022, email, Guenther stated: “Joe and I are  
15 cancelling all of our travel and meetings and will provide extra support, Shari Davis  
16 will likely travel with us to any vote meetings we can make. ... Eric I will call you  
17 so we can outline which votes Shari/Joe and I can provide extra sets of hands. It’s  
18 game time!” *Id.*

19           50. Also on January 5, 2022, Guenther texted Renner: “Game time!!! Its  
20 [sic] on Eric! I can t [sic] wait to celebrate on Jan 20!!!!!!” DiLorenzo Decl. ¶ 13  
21 & Ex. L at 30017; Guenther II Tr. 30:16–31:7.

22           51. UFCW 1439 members voted in favor of the merger, 191 to 5.  
23 DiLorenzo Decl. Ex. X at 000168.

1           52. On January 27, 2022, Guenther stated in an email to Renner and others:  
2 “UFCW 21 members will be voting soon, and hopefully that will be a good vote.”  
3 DiLorenzo Decl. Ex. S.

4           53. Between February 9 and 12, 2022, UFCW 21 members voted on the  
5 proposed merger. DiLorenzo Decl. Ex. Y at 0000151.

6           54. UFCW 21 members voted in favor of the merger, 207 to 11. DiLorenzo  
7 Decl. Ex. Y at 0000151

8           55. In Spokane, only one UFCW 1439 member voted against the merger,  
9 and all UFCW 21 members in Spokane voted in favor of the merger. DiLorenzo  
10 Decl. Ex. X at 0000172 & Ex. Y at 0000152.

11           56. The merger became effective March 1, 2022. DiLorenzo Decl. Ex. I at  
12 0000158.

13 **IV. The Flyer**

14 **A. Nonparty Michael Selvaggio Created the Flyer.**

15           57. In December 2021, Michael Selvaggio, who through his company  
16 Ridgelark Strategies LLC was political director for UFCW 555, created a flyer to  
17 encourage UFCW members to vote against the proposed merger. Selvaggio Tr.  
18 62:2–23, 75:14–19, 113:10–18; *see* ECF No. 26-1 (“Flyer”).

19           58. Selvaggio created the Flyer at the request of Dan Clay, President of  
20 UFCW 555. Selvaggio Tr. 43:23–25, 92:10–97:24; 123:20–124:2.

21           59. Clay and Esai Alday, who also works for UFCW 555, provided  
22 Selvaggio with the information that Selvaggio included in the Flyer. Selvaggio Tr.  
23 99:11–17, 122:10–124:2.

1           60. The Flyer contained the following statements:

2           ATTENTION UFCW MEMBERS

3           The in-union “Sexual Harassment club” is at it again!!

4           First Faye Gunther [sic] (President of Local 21) helped former 367  
5           President Angel Gonzalez cover up his harassment charges and paid  
6           him off in exchange for installing her puppet, Mike Hines.

7           Now she’s helping Eric Renner (the Local 1439 President) hide from  
8           sexual harassment charges and land a cushy new gig with Local 21  
9           through a forced merger.

10           OUR UNION SHOULD BE LOOKING OUT FOR US NOT  
11           PROTECTING HARASSERS!

12           It’s time to STOP THE COVERUPS!

13           VOTE NO ON ANY MERGER!

14           ECF No. 26-1.

15           61. Emmons had “[n]o” “involvement in the creation or production of the  
16           [Flyer].” Emmons Tr. 73:13–15.

17           **B. Nonparty Mike Selvaggio Mailed 1,000 Copies of the Flyer to**  
18           **UFCW Worksites on December 13, 2021.**

19           62. On December 13, 2021, Selvaggio mailed 1,000 copies of the Flyer to  
20           UFCW work sites across Washington. Selvaggio Tr. 97:11–98:10, 101:4–102:12,  
21           104:17–105:3, 113:22–114:1.

22           63. Guenther first learned of the Flyer on December 15 or 16, 2021.  
23           Guenther I Tr. 97:8–16.

1           64. Around the same time, a UFCW 367 member posted the Flyer in a  
2 UFCW member Facebook forum, and other members commented on it. ECF  
3 No. 1-2 ¶ 3.12; DiLorenzo Decl. Ex. T; Guenther I Tr. 99:15–101:22.

4           65. Adam Jackson received a text message from a grocery store meat  
5 manager with an image of the Flyer, which the meat manager said he had received  
6 at work. Jackson Tr. 122:6–18.

7           66. Jackson shared the image of the Flyer with Laurel Fish on or around  
8 December 16, 2021. Fish Tr. 112:14–25.

9           67. Jackson “checked with a few other people” to see if they had received  
10 the Flyer and confirmed others had received it too. Jackson Tr. 122:16–18.

11           68. Guenther testified that she experienced “[a]nxiety” after the Flyer  
12 became public. Guenther I Tr. 107:12–24.

13           69. On or around December 16, 2021, after Fish learned of the Flyer from  
14 Jackson, Plaintiff’s counsel Aaron Streepy called Fish “to ask if [she] was  
15 responsible for [the Flyer].” Fish Tr. 94:1–11.

16           70. On December 20, 2021, Guenther received an email with the subject  
17 line “In-union Sexual Harassment Club?” from Lance Van Landuyt, who signed as  
18 “Steward at Fred Meyer” and asked, “This letter was mailed to me at my store.  
19 What’s this all about?” DiLorenzo Decl. Ex. U. Guenther responded in part: “Our  
20 attorneys are working on this .... We will work until we find out who wrote the flyer  
21 and who mailed the flyer to attempt to get to the bottom of this.” *Id.*

**C. Nonparty Mike Selvaggio Hired Emmons to Place Copies of the Flyer in Five to Seven Grocery Stores in Spokane, Which Emmons Did on January 8, 2022.**

71. In January 2022, Selvaggio called Emmons and said Ridgelark wanted to hire Emmons's company, Osprey, to distribute copies of the Flyer to grocery stores in Spokane. Selvaggio Tr. 73:14–17; Emmons Tr. 67:13–68:25, 73:8–12, 84:12–13; Emmons Decl. ¶¶ 4, 7, 10.

72. Emmons and Osprey had been hired by Selvaggio and Ridgelark to assist with numerous community outreach projects before. Emmons Decl. ¶ 5.

73. Emmons first worked with Selvaggio at an organization called Direct Action Partners, where Selvaggio was President and Emmons was a Project Manager, before the organization dissolved. *Id.*

74. Since working together at Direct Action Partners, Selvaggio, through Ridgelark, has hired Emmons, through Osprey, for numerous other community outreach projects over the years. *Id.*

75. Emmons has known Selvaggio for nearly a decade. *Id.*

76. In Emmons's experience working for Selvaggio, Emmons has observed Selvaggio to be honest and trustworthy. Emmons Tr. 109:1–10; Emmons Decl. ¶ 6.

77. Specifically, in Emmons's experience, Selvaggio is selective in the organizations and people he chooses to work for, only works for those with high integrity, and does not take on initiatives without first confirming that the position or message he is communicating is a credible one. Emmons Decl. ¶ 6.

78. Emmons agreed to take on the project of distributing copies of the Flyer in Spokane. Emmons Decl. ¶ 7.

1           79.    Selvaggio emailed Emmons the Flyer on January 5, 2022. Emmons  
2 Decl. ¶ 8.

3           80.    Selvaggio provided Emmons with a list of grocery stores where  
4 Selvaggio wanted Emmons to distribute the Flyer. *Id.*

5           81.    Emmons does not personally know the individuals named in the Flyer.  
6 Emmons Decl. ¶ 9.

7           82.    Emmons had no personal knowledge as to the truth of the statements in  
8 the Flyer. Emmons Decl. ¶ 9; Emmons Tr. 108:23–109:10; Selvaggio Tr. 110:18–  
9 23.

10          83.    Emmons asked Selvaggio whether the Flyer’s statements were  
11 accurate. Emmons Decl. ¶ 9; Selvaggio Tr. 110:18–111:2.

12          84.    Selvaggio confirmed to Emmons that the Flyer’s statements were  
13 credible and stated that there had been investigations. Emmons Decl. ¶ 9; Emmons  
14 Tr. 78:11–21, 108:23–109:10; Selvaggio Tr. 110:18–111:9.

15          85.    On January 8, 2022, Emmons placed copies of the Flyer at five to seven  
16 grocery stores in Spokane, leaving six to eight copies at each store. Emmons Decl.  
17 ¶ 10; Emmons Tr. 84:12–13.

18          86.    At the time Emmons distributed the Flyer, based on Emmons’s  
19 experience with Selvaggio and Selvaggio’s representations concerning the Flyer,  
20 Emmons believed that the Flyer’s statements were true. Emmons Decl. ¶ 9;  
21 Emmons Tr. 108:23–109:10.

1 **V. Guenther's Role As UFCW 21 & UFCW 3000 President**

2 87. While UFCW 21 President, Guenther spoke at numerous press  
3 conferences and was quoted in the media. DiLorenzo Decl. Ex. J at 5–6 (Resp. to  
4 Interrog. 6); Guenther I Tr. 41:18–42:16, 45:7–46:1.

5 88. The topics Guenther spoke about at these press conferences and in the  
6 media included Covid masking and vaccines, Black Lives Matter, and workforce  
7 development, among others. DiLorenzo Decl. Ex. J at 5–6 (Resp. to Interrog. 6);  
8 Guenther I Tr. 41:18–42:16, 45:7–46:1.

9 89. One of the UFCW 21 staff members Guenther supervised was  
10 responsible for UFCW 21's communications, and that person's duty was in part "to  
11 invite as many press people as they could" to UFCW 21 press conferences at which  
12 Guenther spoke. Guenther I Tr. 37:12–21, 40:11–42:13.

13 90. Guenther has spoken at press conferences, given interviews, and  
14 appeared in the media at least seventeen times since January 1, 2019. DiLorenzo  
15 Decl. Ex. J at 4–6 (Resp. to Interrog. 6).

16 91. As UFCW 21 President, Guenther communicated with members of  
17 UFCW 21 "through Twitter, Instagram, e-mail, telephone, text message, podcast,  
18 U.S. mail, Facebook, Facebook Messenger[,] and in-person." DiLorenzo Decl. Ex. J  
19 at 3 (Resp. to Interrog. 2).

20 92. Guenther could send emails to all UFCW 21 members and transmitted  
21 annual notices on her letterhead. Guenther I Tr. 26:21–28:1.

22 93. UFCW 21 sponsored vaccine clinics, and Guenther communicated  
23 about these clinics to her roughly 44,000 members. Guenther I Tr. 37:22–38:9.



1           94. As UFCW 21 President, Guenther met with Governor Jay Inslee to  
2 discuss Covid mask policies to keep the “lines of communications open.” Guenther  
3 I Tr. 39:3–18, 47:24–48:12.

4           95. As UFCW 21 President, Guenther communicated with other union  
5 leaders, including negotiating a memorandum of understanding regarding “sick  
6 leave protections” and getting other union chapters to sign on. Guenther I Tr. 46:20–  
7 47:23.

8           96. Guenther was re-elected as UFCW 3000 President in 2023. Guenther I  
9 Tr. 28:2–8.

10          97. Guenther ran for a position at UFCW International in 2023. Guenther  
11 I Tr. 49:25–50:20, 52:17–21.

12          98. Guenther continues to make media appearances. Guenther I Tr.  
13 126:18–127:1.

14 **VI. Guenther’s Reputation**

15 **A. The Flyer Did Not Change Adam Jackson’s Opinion of Guenther.**

16          99. Adam Jackson was one of the individuals who helped draft and signed  
17 the Complaint Letter concerning Renner. Jackson Tr. 25:23–26:8.

18          100. Before Adam Jackson saw the Flyer, his general impression of  
19 Guenther was “[g]ood” because he had “only heard good things.” Jackson Tr.  
20 127:14–21.

21          101. The Flyer did not change Jackson’s views about Guenther in any way.  
22 Jackson Tr. 127:22–24.

1           102. Jackson has not heard anyone say the Flyer had changed their views of  
2 Guenther. Jackson Tr. 127:25–128:13.

3           **B. The Flyer Did Not Change Laurel Fish’s Opinion of Guenther.**

4           103. Laurel Fish was also one of the individuals who helped draft and signed  
5 the Complaint Letter concerning Renner. Fish Tr. 24:7–22.

6           104. Before Laurel Fish saw the Flyer, her opinion of Guenther was  
7 “[p]ositive.” Fish Tr. 95:16–18.

8           105. When asked if the Flyer changed that opinion, Fish said only that the  
9 Flyer “made [her] disappointed that [Renner] was going to continue to work for the  
10 Union.” Fish Tr. 95:19–21.

11           **C. The Flyer Did Not Change Alex Garcia’s Opinion of Guenther.**

12           106. Alex Garcia previously worked with Renner at UFCW 1439. Garcia  
13 Tr. 15:11–24, 18:12–24.

14           107. Garcia was one of the individuals who signed a settlement agreement  
15 drafted by Aaron Streepy after Streepy’s investigation into the Complaint Letter.  
16 Garcia Tr. 43:8–14, 102:22–103:16; ECF No. 51-1 at 7–8 (Bates stamps UFCW  
17 3000 Resp - 006006–006007).

18           108. In Garcia’s “personal experience and professional experience,”  
19 “Guenther has been not somebody with the utmost character.” Garcia Tr. 99:10–15.

20           109. The Flyer did not “in any way impact” Garcia’s view of Guenther.  
21 Garcia Tr. 99:16–19.

**D. The Flyer Did Not Change Jeff Anderson’s Opinion of Guenther.**

110. Anderson testified that Guenther has a reputation “as a progressive leader” and “a change agent,” and he has the same view of her. Anderson Tr. 121:21–123:20.

111. The Flyer made Anderson “ask, think questions,” but it did not make him think “less of [Guenther].” Anderson Tr. 86:9–12.

**VII. Lawsuit**

112. UFCW 3000’s Executive Board authorized payment of Guenther’s legal fees for this lawsuit. Guenther I Tr. 122:1–6; DiLorenzo Decl. Ex. J at 3 (Resp. to Interrog. 3).

113. On July 29, 2023, Guenther stated in an email to UFCW International President Marc Perrone:

You urged caution in proceeding down the litigation path. I heard you, and possibly to my detriment, have declined to broaden the scope of litigation to include Local 555, Dan Clay, Michael Selvaggio ....

DiLorenzo Decl. ¶ 23 & Ex. V at 002090–91; Guenther II Tr. 88:20–89:8, 89:24–90:14.

114. Guenther testified that she also did not sue Dan Clay and UFCW 555 because “the [UFCW] constitution requires that you have to go through an internal process when .... there’s conflict that’s member to member before litigation” and “I didn’t have enough.” Guenther I Tr. 204:12–20.

115. On September 7, 2022, Emmons’s counsel sent a request to Guenther’s counsel requesting under RCW 7.96.050 “all reasonably available information material to the falsity of the statements your clients allege are defamatory or

1 otherwise actionable.” ECF No. 48-2; DiLorenzo Decl. ¶ 27. Guenther has not  
2 produced any information in response to this request. DiLorenzo Decl. ¶ 27.

3  
4 DATED this 27th day of September, 2024.

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**CERTIFICATE OF SERVICE**

I hereby certify that on September 27, 2024, I caused the document to which this certificate is attached to be electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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I declare under penalty of perjury that the foregoing is true and accurate.

DATED this 27th day of September, 2024.

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